

1 John C. Otten
2 2689 Dalisay Street
3 San Diego Ca 92154

FILED

08 FEB 11 AM 10:29

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

5 THE UNITED STATES DISTRICT COURT
6 SOUTHERN DISTRICT OF CALIFORNIA

7 John C. Otten

8 Plaintiff,

9 vs.

10
11 Home Coming Financial Mortgage ,
12 Navy Federal Credit Union,
World Savings,

13 Defendants

Case No.: '08 CV 0254 JM JMA
)
)
) Complaint to Action of Quiet Title
) FRCP
)
)
)
)
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20 "Here comes the Plaintiff John C. Otten , Has Exhausted All
21 Administrative Process under Notary Protest/ Certificate of Protest
22 etc. bringing this Article III Court Claim/ Action to Quiet Title/
23 International Protocol of the United Nations Convention
24 on International Bills of Exchange and International Promissory
25 Notes. This controversy is over One Million Dollars and it also
26 involves (1)real properties; located at (loan no.7440515708
27 Property Location : 2689 Dalisay Street San Diego Ca 92154
28

Jurisdiction of the Court

Complaint Action to Quiet Title 1

1 The original jurisdiction was granted to the United States District Court Common Law
2 Jurisdiction by Article III, section 2; Judicial power of the United States shall be vested in the
3 Supreme Court by the Constitution for the United States of America. The Amendments 1-10,
4 absolutely, and without qualification petition relief upon the Constitution, which has not been
5 abolished and repealed by Congress.

6
7 The jurisdiction of this subject matter involves real property, constructive fraud,
8 misinformation, failure to give full disclosure of contract, counterfeiting securities, conspiracy,
9 and violation of Regulation Z of the Truth and Lending Act/ and GAAP/ the Federal Reserve
10 Board Regulation. In further notice of jurisdiction and judicial notice the Secured Party,
11 John C. Otten , reserves all rights, waiver none ever, displaying of Bonds (Financial Statement)
12 from the Secretary of State. A claim of relief can only be granted under the Bankruptcy Reform
13 Act of 1978 (Bankruptcy Emergency Act), House Joint Resolution-192 Public Policy, and the
14 Uniform Commercial Code (UCC) at UCC 3-601 and UCC 3-603, a certificate of protest of
15 dishonor of International Bill of Exchange Pursuant to the International Protocol of United
16 Nations pursuant to the International Protocol of the United Nations, to the Comptroller of the
17 Currency by notary public.

18
19 Additional jurisdiction pursuant to the Federal Tort Claim Act, which grants jurisdiction
20 over subject matter/ Title 18 is enforcement of criminal elements, and furthermore, the United
21 States District Court has original jurisdiction pursuant to 28 U.S.C., Cal 251, scope and extent of
22 jurisdiction of Federal Court/ and thus grounds, which governs jurisdiction and remedies under
23 Title 42, 1983 and 1984 is operational under the color of State Law and offices.

24
25
26 **Parties of Interest**

27 John C. Otten Plaintiff at all times mentions Secured Party,

28 Defendant at all times Mentioned is: 1) The CEO of Home Coming Financial

2)The CEO of World Savings, Navy Federal Credit Union

Failure to Give Full Disclosure of Regulation Z of the Truth in Lending Act, pursuant to Title 5 U.S.C. section 1635(a) and Title 12 CFR 226.23 (d)(i).

Invasion of International Protocol of the United Nations Convention on International Bills of Exchange and International Promissory Notes/ House Joint Resolution- 192 (the United States insurance policy),and the Emergency Bankruptcy of 1933, Am Jur. 2d 81.

Fact

On or around June, 2006 an agreement was made between **HOME COMINGS FINANCIAL**, Navy Federal Credit Union ,**ASBC MORTGAGE** and the Grantor, John C. Otten

The Grantor, \$525,000.00 **tendered in full with good faith funds the said amount of the property (\$400,000.00 to over \$600,000.00)** by commercial instrument No. 106/ Bill of

Ex359225396change John C. Otten was then waiting for the notice of full Reconveyance of the Deed of Trust of said property by the President or Vice President of **HOME COMINGS**

FINANCIAL. The Grantor, John C. Otten **in good faith, honored** and sent, by

independent courier, a payment in full of the full amount of the property. The affirmative fact,

due to the Dishonor mentioned in the above waiver of rights pursuant to the our settlement

agreement and stipulations, that any dishonor/ arguments the grantor can regain his rights and the

original Deed of Trust was rescinded in good faith due to the following reasons: Under the

Statutes of Fraud and the President/ Vice President of **HOME COMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION**,

dishonored/failed to give full disclosure pursuant to Regulation Z of the Truth-in-Lending Act

pursuant to the Freedom of Information Act, that lawful money was loaned out.

HOME COMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, Dishonored by silence, John C.. Otten

1
2 Request to all the Corporations listed in the above to have a professional accountant to
3 check the credit and debit of the account.

4 B)The President and Vice President of **HOMEcomings FINANCIAL, NAVY FEDERAL**
5 **CREDIT UNION, World Saving,**

6 refused to sign under there **full commercial liability under the penalty of perjury by sworn**

7 **Affidavit/ Jurat** that pursuant to article 1 section 10 of the Constitution for the United States of

8 America, lawful money was loaned out to the Plaintiff John C. Otten does not qualify pursuant to

9 the personal belief of the Defendants President and Vice President

10 of **HOMEcomings FINANCIAL** who feel that John C. OTTEN / Non-Joint
11 tenant

12 Doesn't qualify under the United States insurance policy, which is **House Joint**

13 **Resolution-192** and its responsibility to discharge all public and private debts, pursuant the

14 **Emergency Bankruptcy/ Executive order of President Roosevelt in 1933.**

15 The ultimate fact due to the dishonor/ unethical and outrageous business practice of the Defendant

16 **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION,** John C. Otten , in his
17 own stead, gave notice of rescission of

18 the Deed of Trust under the statutes of fraud and also due to breach of agreement/ dishonor of the
19 administrative process, in which John C. Otten/Non-Joint tenant **honored/ regained his**

20 **power to hire a notary to do a certificate of protest of the dishonor to the Secretary of the**

21 **Treasury and the Insurance Commissioner and the Comptroller of the Currency. Due to**

22 **dishonor/** continued arguments and outrageous and unethical business practices of the,

23 **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION,** under the color of office
24 and State Law.
25

26 The affirmative fact, that I, John C. Otten/Non-Joint tenant, further
27 have reason to believe that the general public and the public at large are in jeopardy
28

1 due to these unethical business practices and the President and Vice President of
2 **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving** And the
3 Named Defendants ,Mention in the above willful refusal to give full disclosure pursuant to
4 Regulation Z of the Truth in Lending Act and am expecting Relief under said act. This is the reason
5 I, John C. OTTEN honor the defendant's mutual administrative settlement agreement(Conditional/
6 Full Acceptance) and

7
8 stipulations to have filed, a Quiet title under the rules of the common law, to test the Validity
9 and let the Jury make the Determination whether there is a Breach of Contract between the
10 Grantor and the Grantee, who is the lawful owner of the property. The Quiet title is also to test
11 the validity to whether there was a breach of agreement or a breach of duty of the Defendants
12 **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving**,to give
13 full Reconveyance of the property.

14 To Further Test the Validity of whether the President/ Vice President of **HOMEcomings**
15 **FINANCIAL, World Saving** has the right to enforce an acceleration clause that is on the deed
16 of trust, when a payment in full was dishonored by the Defendants and when there is evidence
17 that the defendant never loaned anything of substance to John C. Otten
18 and, does **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION, World**
19 **Saving** qualify for the security/ estate to

20 foreclose on the security. John C. Otten has reason to believe that the President/ Vice
21 President of **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION**, , in want
22 of Jurisdiction/acceleration clause

23 after the dishonor the \$1,500,000.00, for which **HOMEcomings FINANCIAL**
24 apologized for any inconvenience in an unsigned cover letter by
25 President/ Vice President of **HOMEcomings FINANCIAL, NAVY**
26 **FEDERAL CREDIT UNION, World Saving** (see attachments). Also due to the
27 affirmative fact that John C. Otten/Non-Joint tenant registered a UCC-1 financing
28 statement with the Secretary of the State and transmitted utilities to the Secretary of the Treasury and

1 notified all parties of her status. The Secured Party, John C. Otten , with UCC-1 Financial
 2 Statement with the Secretary of State, gave 72 hour notice to all parties of interest, of transmitting
 3 utilities (UCC-3) and through means of Bill of Exchange Pursuant to the International Protocol of
 4 United Nations, "acceptance for value" and notice of rescission, due to failure to give full disclosure,
 5 for said amount of One Million five Hundred Thousand Dollars and zero cents lawful money, which
 6 was sent to the Secretary of the Treasury for adjustment of my prepaid account under Public Policy
 7 HJR-192, Emergency Bankruptcy Act of 1978, which was transmitted by the Chief Justice of the
 8 Supreme court to Congress, wherefore the Secured Party Reserves Right by Judicial Notice to all of
 9 that which is mentioned in the above of how a claim of relief can be granted. Please take Judicial
 10 Notice to the Ninth Circuit Ruling: Yanamoto V. Bank of New York, 329 f3d 1167; In 2003 the
 11 Judge
 12 mandated to Grant Relief and a Judge does not have any jurisdiction or discretion over anything
 13 that has to deal with Regulation Z.
 14 The respondent failed to respond within the 21 days as requested or cancel the transaction and
 15 return the property back (Rescission and Replevine).

16
 17 **Judicial Notice of International Protocol of the United Nations Convention on**
 18 **International Bills of Exchange and International Promissory Notes/**
 19 **Counterfeiting Securities of the United States**
 20

21 The Secured Party, John C. Otten declares and is informed that
 22 **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving, willfully**
 23 **failed to give full disclosure,**
 24 according to Regulation Z and the Truth and Lending Act, of check book
 25 credit/debit, a.k.a. letter of credit (bill of credit) and they
 26 declined to have an independent, certified accountant to review
 27 the lawful money that was originally loaned to see if there was
 28 clean hands in the above matter.

1 **The Secured Party, John C. Otten further affirms and is informed** that
2 the president/ vice president of **HOMEcomings FINANCIAL, NAVY**
3 **FEDERAL CREDIT UNION, World Saving** further declined to sign the affidavit under the
4 penalty of perjury, and also further
5 declined in setting a public conference and invitation of the press/ media in front of the place
6 of business of **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION, World**
7 **Saving** to answer one hundred and
8 fifty questions/ schedule within a specified time, which was also declined by the defendant
9 **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving**, who
10 continue to this day to refuse to
11 give full disclosure that check book entries/ debit credit was created, and no lawful money was
12 lent to the Plaintiff. For this reason, the Secured Party has reason to believe that all of that
13 mentioned in the above qualifies as counterfeiting securities of the United States, which is a
14 violation of the Securities and Exchange Commission Act of 1933 and 1934.

15 **International Protocol/ Treaty with the United States/ United Nations Convention on**
16 **International Bills of Exchange and International Promissory Notes(Security Exchange**
17 **Commission Act of 1933) Article 1, section 8, clause 6 in the Constitution for the united States**
18 **of America provides that, "the Congress shall have power to provide for the punishment of**
19 **counterfeiting the securities and current coin of the United States.**

20
21 Pursuant to Title 28 U.S.C., section 4 of the Commission of Crimes Cognizable by a
22 Court of the United States under Title 18 U.S.C. section 513 to wit 513(a), whoever makes utters
23 or possesses a counterfeited security in a private capacity of a state or a political subdivision
24 thereof, or of an organization, or government shall be fined not more than \$250,000.00 or
25 imprisoned not more than ten years or both. See also section 2311, 2314, and 2320 for additional
26 fines and sanctions. Among the securities defined at 18 U.S.C. 2311-15 included evidence of
27 indebtedness, which, in a broad sense may mean anything that is due or owing, which would
28

1 include a duty, obligation, or right of action. The negotiable instrument that was deposited in the
2 above mentioned account, qualifies as counterfeited securities.

3
4 **Failure to give full disclosure of contract according to the Truth and Lending Act and**
5 **Regulation Z**
6

7 The Secured Party, John C. Otten , reserve all rights and remedy
8 under the Uniform Commercial Code and the Emergency Bankruptcy
9 Act/Bankruptcy reform act of 1978, wherefore the Chief Justice
10 transmitted to Congress that all courts of the United States are
11 subject to the Bankruptcy Court and the Bankruptcy code is the
12 Supreme Law of the Land. For the affirmative fact the Secured
13 Party, pursuant to Public Policy HJR-192, Bill of Exchange
14 Pursuant to the International Protocol of United Nations for One
15 Million Five Hundred Thousand Dollars and Zero Cents, the Secured
16 Party transmitted Utilities to the Secretary of State and the
17 Secretary of the Treasury, instructing all parties to make
18 adjustment of account, wherefore the defendant and all parties of
19 interest have currently been served.

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21
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23
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25 **Statement of Fact**
26

27 The Secured Party John C. Otten , attests and is informed
28 that all rights are reserved under the Special-Choice-of-Law-

1 Rule, Article 3 Court Proceeding , Pursuant to the 7th Amendment
 2 of the Constitution for the united States of America / According
 3 to the Rules of the Common Law of England, and further judicial
 4 Notice if their no Remedy within 21 day pursuant to the 9th
 5 circuit of the court of appeal , Judicial Notice that
 6 Alternative Relief can be Granted? Post Master Embassy by
 7 Certificate of Protest to the International Protocol and Domicile
 8 Rule, Universal Declaration of Human Rights, International Bill
 9 of Rights, and the United Nations Convention on International
 10 Bills of Exchange and International Promissory Notes. If there
 11 is any Administrative Court proceeding that has invaded U.S. Code
 12 and the 9th Circuit Ruling in Yamamoto v. Bank of New York, 329
 13 F3d 1167 (9TH Cir 20030 Regulation Z Mandated to all state/
 14 federal agency cannot make any Judicial discretion but is further
 15 mandated to Grant Relief within 21 days).

16 Further definition of credit, "in the Federal consumer Credit Protection Act, Truth in Lending Act
 17 (Title 15 U.S.C.) As set forth in Regulation Z (12 CFR 226): Credit means the right granted by a
 18 creditor to a debtor to defer payment of debt or to incur debt and defer its payment. The Secured
 19 Party, John C. Otten Foreign State National Non-Joint tenant is further informed that it is the
 20 responsibility of the lender (creditor) **HOMEcomings FINANCIAL, NAVY FEDERAL**
 21 **CREDIT UNION, World Saving** to give
 22 full disclosure of contract pursuant to the **Freedom of Information Act** and delegated authority
 23 of right or executive order by Legislature to defer payment, and give a letter of credit/ check book
 24 entries/ and no loan, no lawful money according to Article 1, Section 10, clause 1 of the Federal
 25 Constitution mentions; "**no state shall enter into any treaty, alliance, or confederation, grant**
 26 **letter of marquees and reprisal, coin money, emit bills of credit...**" And it further mentions
 27 **the only lawful tender is gold and silver coin, Am Jur 2d 81.**

28 The affirmative fact is that the President/ Vice President of **HOMEcomings FINANCIAL,**
NAVY FEDERAL CREDIT UNION,

1 **World Saving**, and cohorts, also dishonored/ failed to disclose that the original loan was created
2 by a check book entry, which may be sold in the open market (as a promissory note) for 80-90
3 cents on the dollar with no consideration to the plaintiff. The defendant further failed to disclose
4 the loan was pre-paid and the plaintiff would be converted into a joint tenant for 30 years. It also
5 was not disclosed to the plaintiff that she was a Joint Tenant/ Mortgage was a lien and all monthly
6 payments of Federal Reserve Notes, tender for debt. ("Federal Reserve Notes are valueless" see
7 Internal Revenue Code at Section 1. 1001-1 (4657) C.C.H.
8
9

10
11 See **Jerome Daly v. First National Bank of Montgomery, Minn., Justice Martin v.**
12 **Mahoney Credit River Township, December 7-9 1968. Ruled that Federal Reserve Notes**
13 **were fiat money and not legal tender after jury deliberation and return a unanimous verdict**
14 **for defendant after bank president admitted it was standard banking procedure in that he**
15 **created the "money" he loaned to the defendant as a book entry on December 7th at the**
16 **conclusion of trial, the mortgage was canceled.**
17

18 The Secured Party, John C. Otten further has reason to believe this
19 operation under the color of authority by President/ Vice President of **HOMEcomings**
20 **FINANCIAL, World Saving** is in direct violation of the Constitution for the united States of
21 America, also the International Protocol (United Nations Convention on International Bills of
22 Exchange and International Promissory Notes, and the U.S. Federal Constitution, which prohibits
23 Bills of credit, and authenticates securities of the United States and further defer payment with
24 the people and the general public at large. The Secured Party,
25 John C. Otten in his own stead, rescinded the loan contract due to constructive fraud and usury,
26 and also due to unethical business practice, and furthermore demands a **special well informed**
27 **grand jury of the rules of the Common Law/ Article III Court Proceeding/ International**
28

Protocol/ treaties of the United Nations Convention on International Bills of Exchange and International Promissory Notes. Further investigation of Violation of the Securities and Exchange Commission Act of 1933 and 1934 the RICO allegation/ criminal elements.

Judicial Notice of How a Claim of Relief Can be Granted

The Secured Party, John C. Otten gives Judicial Notice to the United States District Court that relief can only be granted under her bond/UCC-1 Financing Statement/ Article III Court Proceeding under the rules of the Common Law, all rights reserved, waiver none ever to an Article II Maritime Court proceeding. Further relief can be granted? A) Regulation Z of the Truth in Lending Act Title 5 USC Section 1635 (A) and the Title 12 CFR 226.23 (d)(i), 9th Circuit ruling in Yamamoto v. Bank of New York, 329 F3d 1167. per Regulation Z Action for rescission and Replevin is further Authorized Per House Joint Resolution-192/ the Emergency Bankruptcy of 1933. B) My bond UCC-1 financial Statement/ Transmitting Utilities Under Public Policy HJR-192, the Bankruptcy Reform Act of 1978/Emergency Bankruptcy Act and adjustment of my pre-paid account with the Secretary of State and the Secretary of the Treasury in exchange with my exemption, and release of all property/proceeds to the Secured Party in Accordance with the Uniform Commercial Code.

C) Under the Settlement agreement and the stipulations between the parties, Non-Joint tenant and the President/ Vice President of HOMECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving

1 In further Judicial Notice, the plaintiff/ Secured Party,
 2 John C. Otten , honor any and all arguments and anticipate dishonor of the President/ Vice
 3 President of **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION, World**
 4 **Saving** and its attorneys, to continue to **Dishonor/ harassment of the Secured Party by**
 5 **threatening of non-judicial foreclosure in**
 6 **state court, by interference of a third party/ silent partner or newly appointed trustee,** after
 7 secured party notice of rescission/termination of the former trustee and demand according to the
 8 Secured Party's mortgage insurance Company policy to pay off the balance, which was also
 9 refused pursuant to the United States insurance Policy, which is House Joint Resolution-192.

11 Conclusion

13 The Secured Party, John C. Otten, **honors** and further anticipates that
 14 the President/Vice President of **HOMEcomings FINANCIAL, NAVY**
 15 **FEDERAL CREDIT UNION, World**
 16 **Saving** Dishonor by invasion of administrative settlement agreement between the parties, by
 17 **political arguments and debates on Points and**
 18 **Authority contrary to the principles of the National Banking Association Act of 1863** in a
 19 spurious attempt to cover up the RICO and unclean hands, request an order for dismissal due to
 20 plaintiff's failure to post bond or state how a claim of relief can be granted, when the affirmative
 21 fact shows the Acceptance for value by the Secured Party, see exhibit of bond, a.k.a. financial
 22 statement/transmit of utilities and adjustment of account has been taken care of under Public
 23 Policy HJR-192/Emergency Bankruptcy Act of 1933, which the plaintiff gives Judicial Notice of
 24 the settlement agreement and stipulations and this is how a claim of relief can be granted under
 25 my bond/Financing Statement Registered with the Secretary of State and all of the mentioned in
 26 the above.

Prayer

1) Request to the Court that the President/ Vice President of **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION,**

World Saving honor the terms and conditions of the settlement agreement between the parties
Special Request that this controversy is governed only according to the rule of the Common Law
Article III proceeding, waiver of Rights none ever to special Maritime Territory and Jurisdictional
proceeding of legislative none ever, unless signed by a notary public. and .Certificate of Protest to
The Postmaster General Embassy etc.

2) Request to the Court that the President/ Vice President of **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving,** the terms and conditions of the settlement
agreement between the parties request
for three times the above and the amount of the Bill of Exchange Pursuant to the International
Protocol of United Nations, which will be presented at trial.

3) Request to the Court that the President/ Vice President of **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION, World Savings Honor** the terms and conditions of the
settlement agreement between the parties
the President/ Vice President of **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving** , cease and desist all commercial **dishonor/failed** to give full disclosure
pursuant to Regulation Z of the
Truth-in-Lending Act, that lawful money was loaned out **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION,**
World Saving Dishonored by silence, John C. Otten Request to have a professional accountant
to check the credit and debit of the account. Request that this court accept my bond UCC-1
financial statement by the Secretary of State and give further Judicial Notice of Full Acceptance
of the Defendant's Dishonor and accept it for value and exchange in behalf of his exemption and
further release the property to him before the end of business hours, which will conclude any and
all commercial transaction, which includes but is not limited to the Defense's spurious claims of
defective service to authorized agent/ other political arguments and debates that are contrary to
Regulation Z of the Truth-in-Lending-Act/ the Security Exchange Commission of 1933 and
1934/ House Joint Resolution-192, which is the United States Insurance Policy. This is also
includes in the acceptance and merit evidence that a claim of relief has been mentioned according
to HJR-192 Public Policy and the Bankruptcy Reform Act of 1978/ Uniform Commercial Code.

4) Request to the Court that the President/ Vice President of **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving, Honor** the terms and conditions of the
settlement agreement between the parties
to Stay of all dishonor/ non-judicial foreclosure proceeding, stay of harassment of the defendant
and its silent partner Third Parties Interference, without Bonds for Professional Performances etc

1 5) Request to the Court that the President/ Vice President of **HOMEcomings FINANCIAL,**
 2 **NAVY FEDERAL CREDIT UNION, World Saving** honor the terms and conditions of the
 3 settlement agreement between the parties
 4 and further **relief can only be granted by Regulation Z of the Truth in Lending Act**
 5 **Title 5 USC Section 1635 (A) and the Title 12 CFR 226.23 (d)(i), 9th Circuit ruling in**
 6 **Yamamoto v. Bank of New York, 329 F3d 1167. per Regulation Z Action for rescission and**
 7 **Replevin is further Authorized Per House Joint Resolution-192/ the Emergency**
 8 **Bankruptcy of 1933.**

9 6) Request to the Court that the President/ Vice President of **HOMEcomings FINANCIAL,**
 10 **NAVY FEDERAL CREDIT UNION,**
 11 **Honor** the terms and conditions of the settlement agreement between the parties to have the
 12 President and Vice President of , **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT**
 13 **UNION, World Saving** before they hire any Third Party Interference
 14 attorney dishonor/protest
 15 **Honor Draft** (Quiet Title) that they first swear under their full commercial liability under the
 16 penalty of perjury and sign a jurat or record a full Reconveyance on the Deed of Trust in the
 17 County Recorder and do

18 7) **Judicial Notice of Request for a well informed Grand Jury review, who understands the**
 19 **rules of the Common Law in an Article III Court proceeding only. By the Plaintiff,**
 20 **John C. Otten a Foreign National he makes reservation under the Special-Choice-of-Law-**
 21 **Rule, which is the International Protocol and Domicile Rule, Universal Declaration of**
 22 **Human Rights, International Bill of Rights, and the United Nations Convention on**
 23 **International Bills of Exchange and International Promissory Notes. If there is any**
 24 **Administrative Court proceeding that has invaded U.S. Code and the 9th Circuit Ruling in**
 25 **Yamamoto v. Bank of New York, 329 F3d 1167 (9TH Cir 20030 Regulation Z Mandated**
 26 **to all state / federal agency cannot make any Judicial discretion but is further mandated to**
 27 **Grant Relief within 21 days) (see further reference: Am Jur 2d 81), whatever the District Court**
 28 **of the United States Article III Court deem to be just and proper.**

1 **Verification**

2

3 The Secured Party, John C. Otten/ Non-Joint tenant, declares and attests that he has

4 **Honored** all of the President/ Vice President of **HOMEcomings FINANCIAL, NAVY**

5 **FEDERAL CREDIT UNION, World**

6 **Savings** notice/ letter of dishonor of the \$400,000.00 to over \$1,500,000.00 letter bond by

7 an Associates/ agents of Accounting who apologized for any inconvenience of returning the

8 \$400,000.00 to over \$600,000.00. In further dishonor by **Invasion of International Protocol of**

9 **United Nations International Bill of Exchange Pursuant to the International Protocol of**

10 **United Nations/** by the President/ Vice President of **HOMEcomings FINANCIAL, NAVY**

11 **FEDERAL CREDIT UNION, World**

12 **Saving** refusal to sign under their full commercial liability under the penalty of perjury and give

13 disclosure pursuant to the Truth and Lending Act/ Regulation Z by signed jurat before a notary

14 public that all loans are lawful money and are backed by gold and silver and the plaintiff, John C.

15 Otten qualifies under the House Joint Resolution-192, the United states insurance policy, (and

16 according to John C. Otten home insurance policy) to have the public debt discharged. Any

17 mention that judicial notice of relief can only be granted under Public Policy HJR-192 and the

18 Emergency Bankruptcy Reform Act of 1978, 45 Am Jur 2d 81 and the President/ Vice President

19 of **HOMEcomings FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving**

20 dishonoring the administrative settlement

21 agreement between the parties by third parties Interferences(Trustee) non judicial foreclosure/

22 counter claims/ motion for dismissal shall be viewed as a breach of agreement between the

23 parties shall also be viewed as true and correct.

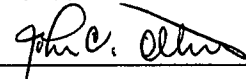
24

25

26

27 Henceforth Submitted

28 2-10-08



John C.. Otten

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

**# 147453 - BH
* * C O P Y * *
February 11, 2008
09:43:40**

Civ Fil Non-Pris
USAO #: 08CV0254 CIVIL FILING
Judge.: JEFFREY T MILLER
Amount.: \$350.00 CA

Total-> \$350.00

**FROM: OTTEN V. HOMECOMINGS FINANCIAL
CIVIL FILING**

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

JOHN C. OTTEN

(b) County of Residence of First Listed Plaintiff SAN DIEGO
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) JOHN C. OTTEN 2687 DALISAY ST, SAN DIEGO, CA 92154
Attorney's (Firm Name, Address, and Telephone Number)

DEFENDANTS

Homecomings Financial
PO Box 205 WATERLOO IA 50101-205

County of Residence of First Listed Defendant AMERICAN IDAHO

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES USE DUPLICATION OF THE LAND INVOLVED.

Attorneys (If Known):

08 CV 0254 JM JMA

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

TITLE 5 USC CFR 226.23 (d)(i)

Brief description of cause:

Fraud

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

2/10/2008

John C. Otten

FOR OFFICE/USE ONLY

RECEIPT # 147453

AMOUNT \$ 350

2/11/08 BH

APPLYING IFP

JUDGE

MAG. JUDGE